

# **AGREEMENT**

**Between the**

**NAVY EXCHANGE  
NATIONAL NAVAL MEDICAL  
CENTER  
BETHESDA, MARYLAND**

**and the**

**AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES  
LOCAL 361, (AFL-CIO)**



## **INTRODUCTION**

I. Pursuant to policy set forth in the Civil Service Reform Act of 1978 (P.L. 95-454), hereinafter referred to as the Statute, and subject to all applicable Executive Orders, laws and other statutes, the following Articles constitute an agreement by and between the Navy Exchange, National Naval Medical Center, Bethesda, Maryland, hereinafter referred to as the Activity, and American Federation of Government Employees, Local 361, hereinafter referred to as the Union.

II. The Parties recognize that experience in both private and public employment indicates that the statutory protection of the rights of Employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business and facilitates and encourages the amicable settlement of disputes between Employees and the Activity involving conditions of employment; and the public interest demands the highest standards of Employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve Employee performance and the efficient accomplishment of the operations of the Government.

III. Therefore, the Parties recognize that labor organizations and collective bargaining in the Federal Service are in the public interest. The Parties further recognize the purpose of the Statute is to prescribe certain rights and obligations of the Employees of the Federal Government, and to establish procedures, which are designed to meet the special requirements and needs of the Government. Such provisions shall be interpreted in a manner consistent with the requirements of an effective and efficient Government.

III. Reference to "Officials" shall mean Officials and/or Officers of both the Activity and the Union, unless otherwise specified.

In recognition of the respective rights and obligations of the Parties, the Union and the Activity agree as follows:

## ARTICLE 1

### RECOGNITION AND UNIT DESIGNATION

**Section 1.** The Activity recognizes that the Union is the exclusive representative of all Employees in the Unit, (as defined in Section 2 below). The Union recognizes the responsibility of representing the interests of all such Employees without discrimination and without regard to organization membership with respect to grievances, personnel policies, practices and procedures or other matters affecting general working conditions, subject to the express limitations set forth in sections 2 and 3 below.

**Section 2.** The Activity recognizes AFGE Local 361 as the exclusive representative of all Employees in the bargaining unit. The Unit to which the Agreement is applicable is composed of all Non-appropriated fund Employees in the Navy Exchange, National Naval Medical Center, Bethesda, Maryland, excluding all professional Employees, management officials, supervisors, confidential Employees, Employees engaged in Federal Personnel work in other than a purely clerical capacity, and temporary Employees holding an appointment no to exceed 90 days and with no expectancy of continuation. A copy of the Certificate of Representation shall be included as a part of this Agreement as Appendix A.

**Section 3.** For the purpose of this Agreement, types of employment are defined as follows:

a. Regular full-time Employees serve in continuing positions on a regularly scheduled workweek of 35 hours or more.

b. Regular part-time Employees serve in continuing positions for a minimum of 20 hours per week but fewer than 35 hours per week on a regularly scheduled basis.

c. Flexible Employees serve in either continuing or temporary positions up to 40 hours per week. The work may be scheduled in advance or may be on an as-needed intermittent basis. Flexible Employees may not participate in the insurance and retirement programs. Flexible time spent in a position does not count towards seniority status.

**Section 4.** The Union' point of contact shall be the District Human Resources Manager or their designee. Management's point of contact shall be the Union's Local President or their designee.

## ARTICLE 2

### PROVISIONS OF LAW AND REGULATIONS

**Section 1.** The Activity and the Union agree that in the administration of all matters covered by this Agreement, bargaining unit Employees are governed by:

- a. existing or future laws;
- b. existing government-wide rules or regulations;
- c. existing rules or regulations from higher authority;

d. subsequently published government-wide or agency rules or regulations required by law or authorized by the terms of a controlling agreement at higher agency level which do not conflict with the terms of this Agreement.

**Section 2.** Any part of this Agreement which conflicts with any future laws or regulations of appropriate authorities will be subject to prompt negotiation between the parties to bring this Agreement into conformance with such laws and regulations.

**Section 3.** Except for those conditions described in Sections 1 and 2 above, where conflict exists between the Collective Bargaining Agreement and administrative policies, provisions of the Collective Bargaining Agreement prevail.

**Section 4.** It is agreed that the Activity retains the sole discretion to assign work and to determine who will perform the function discussed.

## ARTICLE 3

### MATTERS SUBJECT TO DISCUSSION AND NEGOTIATIONS

**Section 1.** Matters appropriate for negotiation are personnel policies, practices, and matters whether established by rule, regulations, or otherwise, affecting working conditions.

**Section 2.** The Activity will present the changes, described in Section 1, to the Union orally and/or in writing prior to implementation. Except for the provisions outlined in Article 4 (Management's Rights), the Union is entitled to meet with the Activity and/or file written/oral comments.

The Union will notify the Activity within ten (10) calendar days if it intends to meet and/or provide input. The Union's notice to management may request additional information, or identify the significant impact and contain proposals of appropriate arrangements for Employees affected by the change. If a meeting is requested by the Union, the parties will meet and bargaining will occur within ten (10) calendar days of original notification. The meeting and input may result in either written or oral resolution to the proposed change. Failure of the Union to exercise the option to negotiate or to respond as provided above will be considered acceptance of that specific change in working conditions. These time limits may be extended by mutual agreement of the parties.

**Section 3.** The Activity agrees to notify the Union whenever notice is received of forthcoming wage surveys and/or inspections covering matters within the purview of this article.

**Section 4.** Either party desiring or having a requirement to discuss appropriate matters with the other shall normally give advance notice to the other party. Such notice shall include a statement of the subject matter to be discussed and the situation which generated the cause for discussion.

## ARTICLE 4

### MANAGEMENT RIGHTS

**Section 1.** It is agreed and understood that in accordance with 5 U.S.C. 7106, the customary and usual rights, powers, functions, and authority of management are vested in the Activity. Included in this responsibility, but not limited thereto, is the right to:

- a. determine the mission, budget, organization, number of Employees and internal security practices of the Activity;
- b. in accordance with applicable laws-
  - (1) to hire, assign, direct, layoff, and retain Employees in the agency, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such Employees;
  - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
  - (3) with respect to filling positions, to make selections for appointments from
    - (a) among properly ranked, and certified candidates for promotion; or
    - (b) any other appropriate source and
  - (4) to take whatever actions necessary to carry out the Activity's mission during emergencies.

**Section 2.** Nothing in this section shall preclude the Activity and the Union from negotiating:

- a. at the election of the Agency, on the numbers, types, and grade of Employees, or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
- b. procedures which management officials of the agency will observe in exercising any authority under this section; or;
- c. appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such management officials.

## ARTICLE 5

### RIGHTS OF EMPLOYEES

**Section 1.** In accordance with 5 U.S.C. 7102, each Employee shall have the right to form, join or assist the Union, or refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise provided under the Act, such right includes the right;

a. to act for the Union in the capacity of a representative and the right in that capacity to present the views of the Union to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees.

**Section 2.** The Employee shall be given the opportunity to be represented at any examination of the Employee in the unit by a representative of the agency in connection with an investigation (Wiengarden Rights) if:

a. the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and

b. When the Employee requests representation the interview may be suspended until representation can be arranged, normally within 24 hours.

**Section 3.** The Activity shall annually inform the Employees in the Unit of their rights pertaining to Section 2 of this article. Information shall be placed on each employment bulletin boards in the employee breakroom.

**Section 4.** Upon request in writing an Employee and/or their designated representative, who has been authorized in writing by the Employee, shall have opportunity to review their Official Personnel Folder.

## ARTICLE 6

### UNION RIGHTS

**Section 1.** In accordance with applicable laws, rules, and regulations and this Agreement, the Union President or his/her designee retains the right to:

- a. determine the Local's organizational structure;
- b. designate representatives of the Union;
- c. determine the Union responsibilities of unit representatives;
- d. retain, suspend, or relieve Union representatives from their assigned representative duties; and
- e. determine the Union's procedures, means, and methods by which representational duties are performed under the provisions of this Agreement.

**Section 2.** The Union has the right to be present at any formal discussion between one or more representatives of the agency and one or more Employees in the unit or their representative concerning any grievance or any personnel policy or practices or other general condition of employment. The Union's right to be present shall not extend to informal discussions.

**Section 3.** The Activity agrees to recognize not more than three stewards duly authorized by the Union. Stewards shall be Employees in the Unit. The Union shall equitably distribute the appointment of stewards in work areas so as to provide reasonable access by Unit Employees to a steward. Stewards may receive, but shall not solicit complaints and grievances of Employees on Navy Exchange time and property.

**Section 4.** The Activity agrees to recognize the officers and duly designated representatives of the Union, and shall be kept advised in writing by the Union of the names of its officers and representatives including stewards, who are authorized to act on behalf of the Union in any phase or proceedings as authorized under this Agreement.

**Section 5.** It is agreed that, upon request from a duly authorized representative of the Union, the Activity may make arrangements for admission of Union representatives, who are not Employees in the Unit, for the purpose of meeting with officials of the Activity during working hours. The Union will notify the Human Resources Manager or an appointed designee of the visit and the purpose thereof. That official will then pass the information to the appropriate supervisor and any others who need to know.

Representatives of the American Federation of Government Employees who are not employed by the Navy Exchange Service Command and who have business to conduct with the Activity and/or a bargaining unit Employee(s) will be allowed to conduct such business and visit the Activity as required. Visitation will be arranged through the Human Resources Office (HRO). Such representatives shall not interfere with the work of the Employees of the facility during duty hours.

**Section 6.** The Activity agrees to furnish the Union a list of bargaining unit Employees covered by the Agreement upon request, but not more than twice a year. This list will include names, position titles, grade, and duty station of Employees on file at the time of the request.

## ARTICLE 7

### VOLUNTARY ALLOTMENT OF UNION DUES

**Section 1.** An Employee may make a voluntary allotment for payment of Union dues by completing Standard Form 1187 (SF 1187) via the Union representative. The allotment will be effective the first full pay period after the SF 1187 has been received by the HRO.

**Section 2.** The Union is responsible for procuring SF 1187, distributing the form to its members, certifying the amount of the dues, delivering the completed forms to the HRO and educating its members on the program for allotment and payment of dues, its voluntary nature and the uses and availability of SF 1187.

**Section 3.** An allotment shall be terminated when the Employee leaves the unit as a result of resignation, retirement, or other separation from the rolls of the Activity; or other personnel action; when dues withholding agreement between the Activity and the labor organization is suspended or terminated, or when the Employee has been suspended or expelled from the labor organization, or upon request of the Employee. Employees who are temporarily promoted or temporarily assigned to positions outside the bargaining unit will have their allotment automatically reinstated upon their return to their bargaining unit position.

**Section 4.** The Union shall notify the HRO, in writing, when a member who has authorized dues withholding is suspended or expelled from the Union.

**Section 5.** Employees may revoke their SF 1187, Request for Payroll Deductions for Labor Organization Dues, by completing SF 1188 and submitting it to the Union office for signature. The Union will provide a copy to the Human Resources Office. The revocation becomes effective the first pay period following the date of enrollment but may not be processed for one year from that date. Thereafter such revocation will not be effective until the first full pay period following any successive anniversary date provided the form or request is received no later than such anniversary date.

**Section 6.** If the amount of regular dues is changed by the Union, the Activity will be notified, in writing, by the Union of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the payroll for the second pay period following the pay period during which the notice is received in the Human Resources Office, unless a later date is specified by the Union. Only one such change may be made in any period of twelve consecutive months.

**Section 7.** The allotment for all Union members in the unit will be terminated when the agreement is terminated or suspended by an appropriate authority; or when the Union loses recognition as accorded under section 7111 (a), Exclusive Recognition of Labor Organization, and 7115 (b)(1) of 5 U. S . C.

## ARTICLE 8

### OFFICIAL TIME

**Section 1.** The Activity agrees that official time is authorized under Title 5 USC, Sections 7131 (a) and (c) during the time that Union representatives/officers would otherwise be in a duty status.

**Section 2.** Any Employee representing the bargaining unit in the negotiation of a collective bargaining agreement shall be authorized official time for such purposes, including attendance at impasse proceedings during the time the Employee would be otherwise be in a duty status. The number of Employees for whom official time is authorized under this section shall be equal to the number of Employees designated as representing the Activity.

**Section 3.** The Activity agrees that Stewards shall be permitted reasonable time to contact Employees for discussion of grievances and other appropriate matters directly related to the work situation.

**Section 4.** Prior to leaving their assigned duties, Union Representatives shall notify their supervisors and the supervisors of the Employees seeking representation of the necessity to leave the assigned work area and obtain authorization to do so and request a TIME OUT SLIP, provided by Management. The representatives will provide the supervisors an estimate as to the amount of time such representation meetings will take in order to allow the supervisors to provide adequate coverage in the departments. Supervisors may only delay approval of representation on the basis of workload, in which case alternate times for representation are to be established at that time. The supervisors are to be notified when the Union Representative, and the Employees they are representing, return to work. Completion of the TIME OUT SLIP will be accomplished by the Union Representative. Completion of the TIME OUT SLIP is required to properly record Union Representative's time not allocated to production. Sample time out slip can be found in the appendix B.

**Section 5.** Upon return to their work station the representative will personally notify their immediate supervisor of the return to duty. The representative shall report the period of absence under the procedures as prescribed by this article.

**Section 6.** In accordance with the Statute, any activities performed by any Employee relating to the internal business of the Local (including the solicitation of membership, election of Union officials, solicitation of dues and maintenance of dues check off agreement) shall be performed when the Employee is in a non-duty status or in a leave status.

**Section 7.** Employees seeking Union representation or advice in connection with matters covered by this Agreement shall be granted official time that the Union and the Activity agree to be reasonable, necessary, and in the public interest.

**Section 8.** Twenty-four (24) hours of official time each year during the duration of this agreement for each steward and chief steward shall be granted, subject to work load requirements, for Union representatives to attend training sessions sponsored by the Union, with at least a 14 calendar day advance notice provided by the Union. The request must include

information concerning the content and schedule of the training and the training must be determined to be of mutual benefit to the Activity and the Union. Such request must also include the names, duty stations and work phone numbers of Employees whose attendance is desired. All requests are subject to approval of the supervisor based on mission needs.

**Section 9.** Any additional training beyond the twenty-four hours may be considered on a case by case basis by the Activity.

## ARTICLE 9

### EQUAL EMPLOYMENT OPPORTUNITY

**Section 1.** The Activity and the Union affirm the policy of Equal Employment Opportunity (EEO) and of prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, handicapping condition, marital status or political affiliation. Offensive remarks in the workplace relating to age, sex, race, color, religion, qualified handicap, and/or national origin will not be condoned.

**Section 2.** An Employee alleging discrimination may be accompanied by a representative of choice at any step of the EEO complaint process.

**Section 3.** An Employee alleging unlawful discrimination may use the EEO discrimination complaint procedure within appropriate time frames. The Employee must initiate contact with an EEO counselor within 45 calendar days of the matter, which caused the Employee to believe he/she was discriminated against as per the Federal Service Labor Management Relations Statute (The Statute) and EEO regulations and laws. In the case of a personnel action, the contact must be made within 45 calendar days of the effective date of the action.

**Section 4.** Employees will be kept informed of the Activity's EEO programs and how to use them. Coercion or reprisal against a complainant is prohibited and any such action will not be tolerated. Such Employees are assured of management's confidentiality, though not anonymity, throughout the EEO process.

**Section 5.** At all stages throughout the complaint process the Employee and designated representative (if an Employee of the Agency) are entitled to be placed in a paid duty status to prepare and present an EEO complaint in accordance with the Statute, EEO regulations, and laws.

**Section 6.** An Employee may choose to use the Alternative Dispute Resolution (ADR) process in order to resolve a discrimination complaint.

## **ARTICLE 10**

### **STANDARDS OF CONDUCT**

**Section 1.** All Navy Exchange Employees are subject to and are expected to abide by the Government wide and Department of Defense (DoD) Laws, Rules, Regulation and Directions pertaining to Standard of Conduct and/or Ethical Conduct in accordance with applicable 5 Code of Federal Regulations (CFR), and DoD Laws, Rules, Regulations, and Directives.

**Section 2.** New hire on boarding process and annual training for Employees should include Government wide Laws, Rules, and Regulations and DoD Directives pertaining to Standards of Conduct and/or Ethical Conduct.

**Section 3.** New Employees will be provided a copy of the Standards of Conduct during the on boarding process.

## ARTICLE 11

### PROMOTIONS AND PLACEMENTS

**Section 1.** The Activity agrees to administer a promotion program designed to ensure means of selection of the best-qualified applicants for filling vacant positions. The program will include a method for announcing vacancies, and a method for comparative evaluation of candidates based on job-related evaluation criteria which measure the knowledge, skills, abilities, and length and quality of experience, irrespective of whether such experience was gained internally or externally.

**Section 2.** The Activity may reassign Employees at the same grade/band and pay level without having to compete for the positions.

**Section 3.** Interested Employees must apply online for promotional opportunities for vacancies. The Activity must receive the Employees electronic application no later than the closing date of the position announcement. If an internal applicant meets minimum qualification they will be sent to the hiring manager.

**Section 4.** The Activity will notify applicants of their selection. Promotions will normally be effective on the first day of a pay period.

**Section 5.** In the interest of maintaining a stable work force and providing maximum opportunity for Employee advancement, the employer will give first consideration to existing qualified Navy Exchange Employees who, meet minimum qualifications, and have indicated an interest in the position by completing the online application process. However, this does not preclude the Employer from considering and hiring applicants from outside the Navy Exchange.

## ARTICLE 12

### DETAILS/TEMPORARY PROMOTIONS

**Section 1. Details** - A detail is a reassignment of a person to a distinctly different position or a different set of duties at the same or lower grade/band level position or a higher set of duties. Duration of details shall not exceed time limits established by Navy Exchange policy. The Employee will return to his/her original position at the end of the detail. The Activity will document the detail in the Employees personnel record.

**Section 2. Temporary Promotions** - A temporary promotion is an assignment of the person qualified to carry out a higher level position or a higher set of duties for at least 60 calendar days.

**Section 3.** Details and temporary promotions will be in accordance with current Navy Exchange regulations.

## ARTICLE 13

### WORK SCHEDULES/HOURS OF WORK

**Section 1.** Employees are responsible for working assigned schedules. The Activity is responsible for paying Employees for the time spent performing assigned work, including such work that; exceeds the normal schedule, is authorized by a supervisor or designee, and is documented on the Employees time record, in accordance with pay regulations and this Agreement.

**Section 2. Tour of Duty** - Tours of Duty is the hours of the day and the days within the administrative regular scheduled work period during which the Employee is required to perform service. Each administrative workweek will be from 0001 hours Sunday through 2400 hours Saturday. Within the administrative workweek, the basic workweek for Department of the Navy NAF Employees will not exceed 40 hours exclusive of meal times. The basic workweek may be scheduled over a period of six days, provided the total scheduled hours do not exceed 40 hours per week, exclusive of meal times.

**Section 3.** When work requirements dictate the need for additional hours to be worked by Employees already scheduled to work on a workday, scheduling decisions will be made by soliciting qualified volunteers first. This provision will not require that an Employee be offered additional work resulting in overtime. If there are insufficient volunteers, the decision will be made using inverse seniority. In the event that there are excessive volunteers, the Exchange will select by using high seniority. Selections shall be made by department first, then by other qualified associates. The selected Employee will be notified as much in advance as possible of the additional hours needed by the Employer. Such notice will be provided at the time the Employer becomes aware of the event that created the need for additional hours. An Employee's work schedule will not be changed to circumvent the payment of overtime.

**Section 4.** Reasonable time will be allowed at the beginning of the tour of duty, before meals and breaks, and at the end of their tour to prepare or secure government property and equipment used to perform an Employee's duty.

**Section 5. Light Duty** - The Employer, will consider, consistent with workload and skill requirements and with proper Medical Documentation per Government Wide Laws, Rules, and Regulations, the temporary assignment of Employees who are temporarily incapacitated for the normal duties of their assigned position. The Employer will attempt to reasonably accommodate Employees who are permanently incapacitated in accordance with applicable Government Wide Law, Rules, and Regulation.

a. Employees are encouraged by both Parties to actively seek medical permission to return to full or light duty at the earliest practicable time consistent with prudent medical judgments and the Employer's determination of the availability of a compatible work assignment.

b. Employees who are ordered to report to light duty which is compatible with their existing medical restrictions and who fail to do so may be subject to disciplinary action.

**Section 6.** There is no requirement on the Employer to notify the Union of changes in hours of

work as long as the Employee works within their category and/or is on a rotational shift, and the Employee does not experience a reduction in their hourly rate of pay.

**Section 7.** Breaks/Meal Periods – Breaks will be allowed for each Employee. Normally breaks will be taken at or near the mid-point between the start of the Employee’s workday and the Employee’s meal period, and if applicable the mid-point between the Employee’s meal period and the end of the tour of duty. At no time will breaks be combined with an unpaid meal period. Normally, meal periods will be taken at or near the mid-point of the scheduled shift. Rest periods may not be utilized to shorten the workday.

Employees working more than six (6) hours will be authorized two (2) fifteen (15) minutes paid breaks, plus one unpaid meal period between 30 minutes and one hour.

**Section 8.** Per Navy Exchange policy break periods will be provided to employees to express breast milk for their nursing child for up to year after the child’s birth. A private place, other than a restroom, will be provided to that associate for this purpose. Associates expressing milk during their normally scheduled break are in pay status. Any additional time outside of the normal scheduled break will require the use of annual leave or leave without pay. An absence record, NES 241 Form will be submitted for her normal time.

## ARTICLE 14

### OVERTIME

**Section 1. Payment of Overtime** – It is recognized that the Activity has the right to require Employees to perform overtime work. However, the Activity will make every effort to avoid last minute changes to overtime assignments unless essential to operations. Overtime will not be used to reward or penalize Employees, nor will the participation or non-participation in voluntary overtime adversely affect performance appraisal ratings.

a. **Pay Band Employees** - Overtime will be paid at a rate of one and one-half times the regular rate of pay for hours worked in excess of 40 hours in a work-week.

b. **Craft and Trade (CT) Employees** - Public Law 92-392 applies to CT positions. This law authorizes pay at one and one-half times the regular rate of pay for these CT Employees when in a paid status in excess of 40 hours in a workweek or 8 hours in a day.

### **Section 2.**

a. **Planned overtime work procedures.** In the case of planned overtime, notice will be provided as far in advance as possible. When scheduling Employees for overtime work, the employer will determine whether an Employee is qualified to perform the work.

b. **Unplanned overtime work procedures.** In the case of unplanned overtime, notice will be provided as far in advance as possible. The Employer will first ask for volunteers who are on duty. The Employer will determine whether an Employee is qualified to perform the work.

**Section 3.** If there is an insufficient amount of volunteers the decision will be made by inverse seniority.

**Section 4.** Any complaint on the assignment of overtime will be process in accordance with the Negotiated Grievance Procedure.

## ARTICLE 15

### PAY PROVISIONS

#### PAY BANDING

**Section 1.** The Activity has authority to establish, classify and approve pay band positions. The Office of Personnel Management, DoD, and NEXCOM standards are used as guides for classification. Pay for bargaining unit Employees under pay banding will be administered in accordance with the Navy Exchange Manual, Pub 145, Vol. 3.

a. As long as sales and profits support budget, effort will be made to provide Employees annual merit increases and bonuses, as they may apply.

b. Within a specific department, pay banding Employees with the same performance review ratings issued under similar sales, profit and expense control results of that department will receive similar types of merit increases.

c. There are no set rates of pay within a pay band. It is not unusual for Employees to receive different rates of pay while performing the same type of work and/or working similar jobs within the same pay band. Employees are encouraged to keep salaries confidential because they are personal in nature, except for representational purposes. Salaries will represent individual Employee's achievements, work ethics, values, indicates performance quality, production, etc.

d. At minimum, when sales support budget, Employees with a minimum of one year of continuous service who receive an annual review rating of "fully successful" will receive no less than one per cent (1%) merit increase. Employees who receive an annual review of "outstanding" will receive no less than a one and a half per cent (1 1/2) merit increase.

#### CRAFT AND TRADES

**Section 2.** Work Performance Reviews will not be rated lower for the sole purpose of avoiding the payment of appropriate step increases, pay schedule adjustments, or time in grade adjustments. Employees may grieve work performance reviews in accordance with the Negotiated Grievance Procedure.

**Section 3.** The DoD Wage and Salary Division determines pay rates for Craft and Trade Employees in accordance with Public Law 92-392.

a. Time in Grade Adjustments are provided to Employees in accordance with Public Law 92-392. Employees must be in a craft and trade position, meet the time in grade requirements, and must have received at least a satisfactory work performance review.

b. Wage Schedule Adjustments are provided annually to Employees in accordance with the rates provided by the DoD Wage and Salary Division.

**Section 4.** Time In Grade waiting periods are as follows:

Step 1: The first step in the progression of step increases

Step 2: 26 calendar weeks of satisfactory service in step 1.

Step 3: 78 calendar weeks of satisfactory service in step 2.

Step 4: 104 calendar weeks of satisfactory service in step 3.

Step 5: 104 calendar weeks of satisfactory service in step 4.

## ARTICLE 16

### DIFFERENTIAL/PREMIUM/OTHER TYPES OF PAY

#### Section 1. Craft and Trade Employees

a. **Shift Differential** - A seven and one-half percent shift differential will be paid for the entire shift when the majority of work performed is after 1500. A ten percent shift differential will be paid when the majority of work performed is after 2300.

b. **Sunday Premium Pay** - In accordance with Government Wide Laws, Rules, and Regulations, Employees working on Sundays are entitled to a Sunday premium of twenty-five percent pay (25%) for the hours worked on Sunday.

c. **Holiday Premium Pay** - Refer to Article 17, sec. 3, (Holiday Pay).

#### Section 2. Pay Banding Employees

a. **Shift Differential/Holiday Premium Pay** - These premium payments shall be paid as stated in Section 1 (above), as long as it is the prevailing practice in the locality of the local wage area. Should a change in premium payments be proposed by the Activity, the premium payments may only be discontinued upon approval by Navy Exchange Service Command Enterprise. If the Agency determines the practice in the locality has changed this provision maybe re-opened for bargaining with the Union at any time after one year.

b. **Sunday Pay** – A full time Employee scheduled to work forty hours per week who regularly performs non-overtime work on Sunday is entitled to a Sunday Premium of twenty-five percent (25%) pay for the hours worked on Sunday. A full time Employee scheduled to work less than 40 hours per week and a part-time Employee are not eligible for Sunday premium. These premium payments shall be paid if it is the prevailing practice in the locality of the local wage area. Should a change in premium payments be proposed by the Activity, the premium payments may only be discontinued upon approval by Navy Exchange Service Command Enterprise. If the Agency determines the practice in the locality has changed this provision may be re-opened for bargaining with the Union at any time after one year.

c. An Employee's work schedule will not be changed to circumvent the payment of shift differentials, and Sunday premium pay. Managers will not normally schedule full time Employees 7.5 hours during the work week to prevent the payment of Sunday Premium.

## ARTICLE 17

### HOLIDAYS

**Section 1.** The following are legal holidays:

New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Any other day proclaimed by Federal Law or Executive Order.

**Section 2.** Holiday Pay Eligibility - All eligible Employees as described below will receive holiday pay (plus CT shift differential as applicable) if they are in a pay status for their last scheduled work day before the holiday and the next scheduled work day after the holiday.

a. Regular full time - Regular full time Employees will be granted holiday pay.

b. Regular part time - Regular part time Employees who work a minimum of five days a week will be granted holiday pay. Regular part time Employees who work less than five days per week will be granted holiday pay only if the holiday falls on a day that the Employee is scheduled to work.

c. Flexible - Flexible Employees who have been employed for at least ninety (90) calendar days, or are expected to have a tour of duty that exceeds 90 calendar days, are eligible for holiday pay. Flexible Employees who work less than five days per week will be granted holiday pay only if the holiday falls on a day that the Employee is scheduled to work. Flexible Employees who work a minimum of five days a week will be granted holiday pay.

**Section 3.** Holiday Pay - Employees eligible for holiday pay, as defined in Section 2, will receive holiday pay for the hours scheduled to work on the holiday, not to exceed eight hours.

**Section 4.** Holiday Observance Day – To determine the workday on which a holiday will be observed when the holiday occurs on one of the Employees two non-workdays, refer to the Holiday Observance Chart in Appendix C.

The Chart is applied to regular Employees and flexible Employees who are scheduled to work at least five days per week. Employees who work a Monday through Friday schedule will observe the holiday in accordance with the federally designated day of observance.

## ARTICLE 18

### ANNUAL LEAVE

**Section 1.** Consistent with the needs of the Activity, annual leave should be requested in a timely manner at least two weeks in advance. Requests for annual leave will be approved or disapproved by the Employees supervisor. In an emergency the Activity may cancel such leave for increased work load reasons. Annual leave will be earned and accrued in accordance with applicable Government Wide Laws, Rules, and Regulations.

**Section 2. Eligibility Time Period** - Annual leave will accrue at the time of hire for regular Employees. However, Employees must be employed for a continuous period of 90 calendar days before annual leave can be used. If the Employee separates prior to the completion of 90 calendar days, no leave will be paid out.

**Section 3. Excess Leave** - Both parties will encourage Employees to use their annual leave to avoid being in a "use or lose" annual leave situation. Employees must reduce their leave balance to the maximum of 240 hours by the end of the leave year. The leave year begins with the first pay period beginning in January and ends on the last day of the final pay period that begins in December of that same year.

**Section 4.** The initial increment of annual leave used is ½ hour. After the initial ½ hour, annual leave will be paid in increments of one-tenth (6 minutes) of an hour.

**Section 5. Advance Annual Leave** – Advance Annual leave may be granted in special circumstances. An example of a special circumstance is a short service Employee with little or no leave who has a family emergency. Advances of annual leave may not exceed the amount of annual leave that can be earned during the remainder of the leave year.

- (a) If granted, the balance will be repaid from future accruals.
- (b) Annual leave taken will be in leave without pay status if a negative balance exist
- (c) If the Employee separates prior to repaying the total amount of annual leave advanced, the Employee is required to reimburse the Activity for the balance due.

Employees who are requesting advance annual leave should prepare a written request and forward it to immediate supervisor indicating the amount of leave requested and the reason for the leave.

## ARTICLE 19

### SICK LEAVE

**Section 1.** Sick Leave is a privilege. Sick Leave is accrued in accordance with Government Wide Laws, Rules and Regulations. The Union joins the Activity in recognizing the value of sick leave and agrees to encourage Employees to use sick leave wisely and properly and to conserve such leave so it will be available to them in case of extended illness.

**Section 2.** Sick Leave may be used for medical, dental and/or optical examinations. Requests should be made in advance, whenever possible. Doctor's appointments should be scheduled during off duty hours. However, when this is not possible, Sick Leave may be granted.

**Section 3.** When the need for Sick Leave is unanticipated and illness or injury prevents the Employee from reporting to work, the Employee is required to notify the Activity as soon as possible, but no later than one (1) hour prior to the start of the Employees shift. Failure to give such notice may result in a charge of Leave Without Pay (LWOP) unauthorized. The Parties agree that under emergency circumstances the above may not apply. The Employee should relate the reason for their absence and the estimated return date if possible. If there are any developments which may change the return date, the Employee or their designee should again advise the Duty Manager by phone.

**Section 4.** A properly submitted Absence Record (leave chit) NES 241 must be submitted for each period of absence for which sick leave is requested.

**Section 5.** Medical certification may be required to support all absence of more than three calendar days, or at any time when there is sufficient reason to believe the Sick Leave privilege is being abused. This certification must contain a written statement signed by a registered practicing physician or other medical practitioner certifying the patient was receiving professional treatment. To be acceptable, the certification must specify the nature of the condition and the time period of the incapacity for duty for which Sick Leave is requested. Failure to provide medical documentation may result in a charge of Leave Without Pay (LWOP) unauthorized.

**Section 6.** Sick leave abuse shall be defined in accordance with the Navy Exchange Policy Manual. In those cases where there is sufficient reason (i.e. unacceptable use of short periods of Sick Leave) to believe that the Sick Leave privilege is being abused, Supervisors are strongly encouraged to counsel Employees in an attempt to bring about more responsible use of Sick Leave. The Employee may be issued a letter requiring the Employee to submit a medical certificate for each subsequent absence due to claimed illness. This requirement will be reviewed with the Employee six (6) months from the date it is issued.

**Section 7.** Unless submitted prior to an absence, Employees will submit an Absence Record, NES 241, to their Supervisor immediately upon return to work. The initial increment of Sick Leave use is ½ hour. After the initial ½ hour Sick Leave will be paid in increments of one-tenth (6 minutes) of an hour.

**Section 8.** The Family Friendly Leave Act (FFLA) will be administered in accordance with Government wide laws, rules, regulations and Sick Leaves may be authorized for:

a. Serious health has the same meaning as found in the Family and Medical Leave Act of 1993.

b. A family member who is incapacitated as a result of mental illness, injury, pregnancy, or child birth, or who receives medical dental or optical examination or treatment.

c. An Employee to make arrangements necessitated by the death of a family member or when attends the funeral of a family member.

d. When an employee must be absent from duty for purposes related to the adoption of a child, including appointments with adoption agencies, social workers and attorneys, court proceedings, required travel and other activities necessary to allow the adoption to proceed.

**Section 9.** Advanced Sick Leave will be administered in accordance with Government wide laws, rules, and regulations.

**Section 10.** Leave Share shall be administered in accordance with the Navy Exchange Policy Manual.

## **ARTICLE 20**

### **LEAVE WITHOUT PAY**

**Section 1.** Leave without pay is a temporary non-pay status and absence from duty that has been requested by the Employee and approved in advance by the Activity. Leave without pay may be approved in accordance with the current Navy Exchange Policy Manual. The Union will have opportunity to bargain should any further changes occur.

## ARTICLE 21

### OTHER PAID LEAVE

**Section 1.** Other paid leave includes Administrative Leave, Court Leave, and Military Leave. These are excused absences without loss of pay and without charge to an Employees accrued leave.

**Section 2.** Administrative Leave - may be granted by the General Manager:

a. **Administrative Dismissals.** The General Manager may close all or part of an activity and administratively excuse (without charge to leave) non-emergency Employees during such closure. Closure can also be at the direction of the base command.

b. to regular Employees voting in government elections if the Employee is unable to do so before or after working hours;

c. when operations are interrupted by extreme weather conditions, serious interruption to public transportation services or disasters such as fire, flood or other natural phenomena. The Navy Exchange Bethesda will follow the guidelines provided by the Commanding Officer, Naval Support Activity, Bethesda. Employees will be notified by phone tree. In addition, Employees may contact their supervisor.

**Section 3. Excused Leave.** The General Manager, or their designated representatives may authorized excused absence (time off with pay) to employees for brief periods of absence or tardiness due to circumstances that are beyond the employee's control.

**Section 4. Court Leave** - Upon advance submission of a court order, subpoena, summons, or any other judicial notification, regularly scheduled Employees shall be granted paid court leave for jury duty; to appear in court in an unofficial capacity as a witness on behalf of the U.S. Government or the Government of the District of Columbia; and to appear in court in an unofficial capacity as a witness on behalf of private parties where the U.S., the District of Columbia, a state or local government is a party to the proceedings. The court may be a Federal, District of Columbia, state or local governmental-unit court. This provision does not apply to an Employee appearing as a witness in a judicial proceeding which involves only private parties.

Employees are to provide the Activity with a copy of the jury summons prior to reporting to jury duty. Upon completion of court leave, the Employee will submit a certified record of attendance from the court. Employees must reimburse the Activity court fees paid for service as a juror or witness. Monies paid to jurors or witnesses that are in the nature of expenses (e.g., transportation) do not have to be reimbursed. Court fees must be turned into the servicing payroll office.

**Section 5. Military Leave** - will be granted in accordance with Government Wide Laws, Rules, and applicable Regulations to regular Employees, who are called to active duty, or active duty for training. The Employee must present a copy of their orders when requesting such leave. Upon completion of military duty, the Employee will submit a certified copy of the completed military orders.

## ARTICLE 22

### FAMILY MEDICAL LEAVE

**Section 1.** Eligible Employees, who have completed at least twelve months of active service, may be granted up to twelve weeks of unpaid leave during a twelve month period for one or more of the following reasons:

- a. birth and care of a newborn.
- b. placement of a child with Employees for adoption or foster care.
- c. care of a spouse, son, daughter or parent with a serious health condition.

d. serious health condition of the Employees that makes the Employee unable to perform the essential functions of his or her position.

**Section 2.** Sick and annual leave can be used by eligible Employees under the same conditions that such leave is normally provided. Otherwise, the Employees will be placed in an authorized leave without pay status.

**Section 3.** Employees will apply for Family Medical Leave at least 30 calendar days before the date leave is to commence, when the leave is foreseeable. In emergency situations, notice from the Employees spouse, family member, or other responsible party would suffice until the Employee is able to contact the supervisor/Activity to provide additional information. This request shall include the type(s) of leave (annual, sick, leave without pay) desired, approximate dates, and anticipated duration. Application forms and guidance are available in the Human Resources Office. Appropriate certification will accompany the application form.

**Section 4.** Upon return from leave, eligible Employees may be restored to their original position or equivalent position with equivalent pay, benefits, and employment terms.

**Section 5.** Provisions of this article and administration of Family Medical Leave will be carried out consistent with the Family Medical Leave Act and appropriate laws, rules, and regulations.

## ARTICLE 23

### POSITION (JOB) DESCRIPTIONS

**Section 1.** Upon initial assignment, the Activity agrees to furnish each Employee with a current Position Description (PD). If the description is revised, the Employee will be provided a copy.

**Section 2.** The Employer retains the right to change an Employee's job description.

**Section 3.** Position descriptions shall define the general duties and responsibilities of a given position. The job description does not prescribe every duty the Employee will be expected to perform; it describes major duties and responsibilities. Job descriptions are used primarily to establish a proper job title/series/pay grade/band and in no way limit management's right of assignment. Position descriptions for each Employee will be maintained in accordance with applicable laws and regulations. The position description contains the Employees assigned duties which are regular, recurring, and of substantial importance to the position. All position descriptions will be in accordance with Office of Personnel Management (OPM), and Department of Defense (DoD) regulations.

**Section 4. Pay Band Employees** - may grieve the accuracy of the job description in accordance with Article 28, Grievance Procedure.

**Section 5. Classification complaints for Craft and Trades Employees** – If an employee believes that a job description is not accurate, the Employee may discuss this with the supervisor. Further, if an Employee feels that his/her description is not proper in grade, title, or series, the Employee or designated representative may file a job classification appeal in accordance with the Job Grading Appeal Procedure in the DoD Manual 1401.0-M.

## ARTICLE 24

### HEALTH, SAFETY, AND MEDICAL TREATMENT

**Section 1.** The Employer shall make every reasonable effort to provide and maintain safe working conditions for Employees. It is agreed between the parties that safety is a collective effort and the responsibility of both the Employer and the Employees. Initial and periodic safety training, to include proper work methods, and proper use of protective equipment will be provided to the Employees. The Union will cooperate by encouraging Employees to observe all safety rules, requirements, and regulations in the performance of assigned duties, promptly report to their immediate supervisors any observed unsafe practices and conditions; and if injured on the job, also report this to their immediate supervisor as soon as possible.

**Section 2.** The parties agree that all injuries, regardless of how minor they appear to be, will be reported to supervisors. The Employee is entitled to qualified, local medical treatment of his/her own choosing. The Employee will be informed of reporting procedures and his/her right to file a claim for benefits under workers' compensation law.

**Section 3.** Required safety equipment will be furnished to Employees in accordance with established Navy Exchange Service Command instructions. The employer will furnish proper protective equipment for Employees engaged in work that requires such equipment or clothing. Repair and replacement of such issued clothing or equipment will be provided by the Employer as needed. The Employees will be trained on the proper use and care of all safety equipment.

**Section 4.** In the course of performing their regularly assigned work, Employees are encouraged and have the obligation to report unsafe practices, equipment and conditions as well as environmental conditions in their immediate area that may constitute industrial health hazards. If any unsafe or unhealthy condition is observed, the Employee should report it to her/his immediate supervisor.

**Section 5.** Any Employee who is engaged in work which poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek redress through hazard reporting and abatement procedures will be permitted to stop work to report such conditions.

The Employee's apprehension of death or injury must be of such a nature that reasonable persons under the circumstance confronting the Employee(s) would conclude that there is a real danger of bodily harm or serious injury for a work assignment with insufficient time to seek redress through normal abatement procedures.

**Section 6.** Safety instructions will be given to each new or reassigned Employee as part of his/her indoctrination in his/her work assignment.

**Section 7.** Employees may purchase safety shoes that cost more than the standard Government Issue safety shoes. However, any excess over these limits shall be at the Employee's expense. The Employer will not pay any applicable sales tax. Employees will be responsible for purchasing shoes/boots on their off-duty time if they desire to obtain them from an alternate source shoe outlet. Employees must present an original receipt within 10 days of the purchase in order to obtain reimbursement. Normally replacement of safety shoes will not be authorized

more than once per year.

**Section 8.** The Agency agrees that adequate sanitary restroom facilities will be provided for Employees.

**Section 9.** If an employee of the unit becomes permanently or temporarily medically limited and is unable to perform the essential duties and responsibilities of their position, it is the intent and purpose of the Parties to afford reasonable accommodation, when possible.

## ARTICLE 25

### BUSINESS BASED ACTIONS

**Section 1.** A business-based action (BBA) is a reduction in employment category or pay rate, a furlough of a Regular, or a Flex Employee with over three years of service, or separation action initiated by management for non-disciplinary reasons.

BBAs are used to adjust human resources in response to changes in business revenue, budget, workload, organization or mission. They are not used to address performance or conduct deficiencies. BBA's will be processed in accordance with the Navy Exchange Policy Manual.

**Section 2. Union Notification** - Prior to the decision to conduct a BBA, except for unforeseen circumstances, the Activity will attempt to advise the Union of the contemplated action, the reasons for it and when available, the departments, the number of Employees affected and their names at least 45 days before the proposed action become effective. The Union will be allowed to provide input for consideration.

**Section 3.** Employees have priority consideration for which they are qualified in the band/grade from which released, if available, first at the local Activity the Employee is being released from, and then other local commuting area Navy Exchange activities.

**Section 4.** Employees have priority placement, for all vacant positions in the next lower band/grade for which qualified, first at the local Activity Employee is being released from, and then other local commuting area Navy Exchange activities.

**Section 5.** All action taken by the Activity will be in accordance Government Wide Laws, Rules, Regulation, and with the Navy Exchange Manual, Volume 3, Publication 145.

### CONTRACTING OUT

**Section 1.** The Union will be notified of Contracting Out studies that may have direct impact on Unit Employees.

**Section 2.** If a study is made subsequent to a Contracting Out decision, (to the extent the Activity deems appropriate), functions that would adversely affect Unit Employees, the views and recommendations of the Union will accompany the study.

**Section 2.** The Union will be advised of the Contracting Out decision. The Impact and Implementation (I&I) for appropriate arrangements for the Employees will be negotiated at the request of the Union.

## ARTICLE 26

### DISCIPLINARY ACTIONS

**Section 1.** Actions, which may be taken for disciplinary purposes, are written reprimands, demotion, reduction in pay, suspensions without pay and terminations.

**Section 2.** An Employee may be placed on emergency suspension without pay, pending disciplinary action, when retention of the Employee might result in damage to or loss of property, or funds, or when retention of the Employee might be injurious to themselves or others, or when retention might be detrimental to the interest of the Navy Exchange Service Command, or there are justifiable reasons to believe that the Employee is guilty of a crime for which a prison sentence may be imposed.

**Section 3.** The standard of proof in deciding disciplinary actions shall be substantial evidence. Substantial evidence is defined as such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

#### **Section 4. Adverse Actions**

a. Definition – Disciplinary, adverse actions are defined as terminations, demotions, reduction in pay and suspension of more than 30 Calendar days.

b. Procedures – Unit Employees against whom adverse disciplinary actions are proposed are entitled to:

(1) 14 calendar days advance written notice of the proposed action outlining in detail the charge(s) and evidence to support such;

(2) ten calendar days to reply in writing to the proposed actions;

(3) be represented by the Union or other representative of their choice.

#### **Section 6. Non-Adverse Actions**

a. Non-adverse disciplinary actions are defined as written reprimands, and suspensions of less than 30 calendar days.

b. Written Reprimand may be issued without an advance notice

c. Procedures – Unit Employees against whom non-adverse disciplinary actions (excluding written reprimands) are proposed are entitled to:

(1) seven calendar days advance written notice of the proposed action outlining specifically and in detail, the charge(s) and evidence to support such;

(2) five calendar days to replay in writing to the proposed action;

(3) be represented by the Union or other representative of their choice.

**Section 7.** When the Union is designated as the representative in disciplinary action, a written designation of representative will be provided to the Human Resources Office (HRO), in a timely manner. The designation shall contain the name and address of the person to whom all copies of correspondence will be mailed.

## ARTICLE 27

### ALTERNATIVE DISPUTE RESOLUTION (ADR)

**Section 1.** The Parties recognize that Alternate Dispute Resolution (ADR) is an important element of successful efforts to resolve disputes and will jointly support the growth of this concept. The Parties may agree to use a variety of ADR procedures to try to resolve differences in a non-adversarial method.

**Section 2.** Issues for ADR may include grievances, labor-management disputes and negotiation disputes. The parties will work collectively to establish guidelines for and to administer the ADR program. Time limits of the grievance procedure will be extended when the Parties elect to use ADR.

**Section 3.** At any stage of the grievance procedure either party may seek to resolve the conflict by requesting the use of ADR techniques. ADR will only be used if both the grievant and management official involved mutually agree to it. If ADR is unsuccessful, the grievance will resume at whatever step it was prior to the mediation session.

## ARTICLE 28

### GRIEVANCE PROCEDURE

**Section 1.** This grievance procedure between the Activity and the Union will provide a procedure, applicable only to the Activity, the Union and the Employees of the Unit, for the consideration and processing of grievances over the interpretation or application of this Agreement. This negotiated procedure will be the exclusive procedure available to the parties and Employees of the Unit for resolving such grievances.

**Section 2.** The Activity and the Union agree that every effort will be made to settle grievances at the lowest possible level. For the purposes of this agreement, the term “grievance” has its meaning defined in Section 7103(a) (9) of the Statute.

**Section 3.** The grievance procedure shall exclude:

- a. Any claimed violation of Subchapter III of Chapter 73 of U.S.C. (relating to prohibited political activities)
- b. Retirement, life insurance, or health insurance
- c. Suspension or removal under 5 U.S.C. Section 7532
- d. Any examination, certification or appointment; or
- e. The classification of any position which does not result in the reduction in grade or pay of an Employee
- f. Non-selection for promotion, except for procedural error
- g. The content of published policy and regulations
- h. An action terminating a probationary Employee
- i. An action terminating a flexible Employee
- j. Emergency suspensions
- k. Claimed violations relating to prohibited political activities
- l. Non-adoption of a suggestion or disapproval of a cash or honorary award or any award the granting of which is discretionary with management
- m. A proposed action, notice of warning or caution, or any prospective management action
- n. A suspension or removal for National Security reasons
- o. Equal Employment Opportunity complaints

- p. Business-based actions
- q. Failure to receive a pay adjustment or bonus or the amount of a pay adjustment or bonus under pay banding.
- r. Employee performance ratings other than unsatisfactory.

**Section 4.** An Employee has the right to present a grievance on the Employee's own behalf and the exclusive representative shall be assured the right to be present during the grievance meeting.

**Section 5.** The following procedures apply to all eligible Employees of the Unit and the parties:

**Step 1.** (Informal) Grievances must be presented, in writing, within ten (10) calendar days from the date the Employee becomes aware of the action or condition causing the grievance. The grievance shall first be taken up orally between the concerned Employee or steward with the appropriate supervisor in an attempt to settle the matter. The supervisor will render a decision within ten (10) calendar days. It is expected that most problems will be resolved at this level.

**Step 2.** If the problem is not satisfactorily resolved at step 1, the aggrieved Employee may file the grievance, in writing, to the management official next in the chain of command above the individual who considered the grievance at step 1, within ten (10) calendar days of the step 1 decision. A written decision will be given to the Employee/Union within ten (10) calendar days.

**Step 3.** If the problem is not satisfactorily resolved at step 2, the aggrieved Employee shall have ten (10) calendar days following receipt of the step 2 decision to submit the grievance, in writing, stating the exact nature of the grievance, the date the incident occurred, remedy sought and submit it to the General Manager, or their designee. This individual becomes the final deciding official. A written decision will be given to the Employee/Union within ten (10) calendar days. The General Manager, or their designee, will be made aware of all grievances.

**Section 6.** All time limits may be extended by mutual written agreement of the Union and the Activity. Failure of the Activity to observe the stated or extended time limits for any step shall entitle the Union or Employee to advance the grievance to the next step. Failure of the Union or the Employee to observe the stated or extended time limits shall constitute withdrawal of the grievance. The Employee or Union may withdraw the grievance at any time. It is agreed that time limits established in the official grievance procedures will be automatically extended during the Alternative Dispute Resolution (ADR) proceedings.

**Section 7.** Any grievance not resolved under the terms of this Article may be referred to arbitration by either the Union or the Activity in keeping with the provisions of this Agreement.

**Section 8.** An Activity or Union Initiated Procedure – A written grievance will be presented by the Activity to the Union President or his designee, or by the Union to the General Manager or his designee. The grievance will contain details of the complaint, the specific provision(s) of the Agreement allegedly violated or misinterpreted, if applicable, and the corrective action desired. A written decision by received by either of the parties will be given within ten (10) calendar days

following receipt of the grievance. If the initiating party is not satisfied with the decision, the party may request arbitration in accordance with Article 29 (Arbitration).

**Section 9.** Questions of grievability – In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Activity agrees to raise any question of grievability or arbitrability of a grievance in the written answer to step 3 of this procedure. Prior to arbitration on threshold issues, all disputes of grievability or arbitrability will require the Parties to meet and attempt resolution within ten (10) calendar days. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

**Section 10.** A grievance, which may have impact on more than one Employee, will be submitted, in writing, by the Union President, or their designee, directly to the General Manager, or their designee. One grievant and one representative shall be selected to pursue the grievance. A list of the other grievants shall be provided, and it is agreed both parties will be bound to the outcome of the grievance of the selected grievant for all aggrieved. The General Manager or their designee and the Local President will meet within fifteen (15) calendar days after receipt of the grievance to discuss the grievance. The General Manager shall give the Union President a written answer within fifteen (15) calendar days after the meeting.

## ARTICLE 29

### ARBITRATION

**Section 1.** If the Activity and the Union fail to settle any grievance arising under Article 28, (Grievance Procedure), the unresolved issue(s) in the grievance will be set forth in writing to the other party by the party requesting arbitration. A written notice requesting arbitration must be served to the other party not later than fifteen (15) calendar days from the conclusion of the last step of the grievance procedure. Arbitration may be invoked only by the Activity or the Union.

**Section 2.** Within seven (7) calendar days from the date of receipt of the arbitration request, the parties will meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, the party requesting arbitration will request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven impartial individuals qualified to act as arbitrators. The parties will meet within seven (7) calendar days after receipt of such list. If the parties cannot mutually agree upon one of the listed arbitrators, then the Activity and the Union will strike one arbitrator's name from the list of seven and repeat this procedure. The party who requested arbitration will have the first strike from the names from the list of arbitrators. The last remaining name will be the duly selected arbitrator.

**Section 3.** The parties agree to share equally the cost of arbitration, including but not limited to the reasonable expenses of the arbitration. The arbitration hearing will be held during the regular day shift work hours of the basic work week of Monday through Friday. The unit Employee representative, the grievant and the unit Employee witnesses will suffer no loss of pay or annual leave because of arbitration proceedings participation.

**Section 4.** The cost of a reporter and transcript shall be shared equally by the parties. Upon mutual agreement the parties may elect not to have a reporter and transcript.

**Section 5.** If the question of grievability or arbitrability has been raised by either party, and the question has not been resolved, the arbitrator will be requested to rule on that question as a threshold issue prior to considering the merits of the case.

**Section 6.** If prior to the arbitration hearing, the parties resolve the grievance or mutually agree to postpone, any cancellation fees shall be borne equally by both parties. If a party requesting postponement without mutual agreement that party shall bear the full cost of any rescheduling fees or postponement fees.

**Section 7.** The parties will meet prior to arbitration in an attempt to stipulate the issue(s) and determine joint exhibits. If they fail to agree to joint stipulation of the issue(s), each will submit their issue(s) separately. The arbitrator will then define the issue(s) to be arbitrated.

**Section 8.** The arbitrator will be required by the parties to render the decision as quickly as possible but in any event, no later than thirty (30) calendar days after the conclusion of the hearings, unless the parties agree otherwise. The arbitrator may neither interpret nor change the Department of the Navy, or higher authority, regulations or policy. An arbitrator will not change, modify, alter, delete or add to provisions of the Agreement; such right is a prerogative of the parties only.

**Section 9.** The Arbitrator's decision will be final and binding with the Parties.

**Section 10.** Any dispute over the application of the arbitrator's award(s) will be returned to the arbitrator for clarification.

## ARTICLE 30

### UNFAIR LABOR PRACTICES

**Section 1.** Prior to filing an Unfair Labor Practice (ULP) charge, the charging party will inform the other party in an attempt to resolve the matter within fifteen (15) calendar days of the issues occurrence. The attempt to resolve the matter may include a meeting between the Parties to address the issue, or as appropriate, telephone calls, emails, facsimiles, or other written correspondence.

**Section 2.** If no resolution is reached during that time, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable laws and regulations. It is recognized, however, that all time limitations prescribed by the FLRA concerning filing of ULP's apply and are not otherwise affected by the informal resolution period.

**Section 3.** Any charge by one of the parties that the other party violated Section 7116, 5 U.S.C. may be submitted under the grievance procedure or an unfair labor practice, but not both.

## ARTICLE 31

### GENERAL PROVISIONS

#### A - COMMUNICATIONS

**Section 1.** The ACTIVITY agrees to provide a bulletin board for use by the Union. Material to be posted will not violate the law or appropriate regulations, nor will relate adversely to the ACTIVITY. Material shall be subject to review and will be signed off by the General Manager or the Human Resources Manager, and Union representative to ensure material shall not be libelous or obscene in nature. The cost of posted materials will be borne by the Union.

**Section 2.** The UNION shall be provided a lockable under desk file cabinet.

**Section 3.** The UNION may use computers, to send and receive emails with non-Navy Exchange email addresses. The use of phones, fax machine, and copiers shall be for bargaining unit representation as required, upon request to Management on official time in accordance with the Official Time Article 8.

**Section 4.** The UNION may request reasonable time, not in excess of one hour per quarter, and two (2) at the end of the year, for the UNION Treasurer or President, if a NEX employee, to prepare Department of Labor and IRS reports.

**Section 5.** The UNION may reserve a meeting space for non-duty time at the ACTIVITY, upon advance request, normally not less than a week, to the Human Resources Office. When available the ACTIVITY will provide a meeting space on short notice for representational purposes.

**Section 6.** The UNION will be provided a copy of published information concerning any personnel policy or practices or other general condition of employment that is distributed to bargaining unit employees.

#### B - EMPLOYEE ASSISTANCE PROGRAM (EAP)

**Section 1.** The Activity will provide referral, counseling and rehabilitation sources for Employees experiencing personal problems affecting work performance.

#### C - TOBACCO (SMOKE FREE WORKPLACE)

**Section 1.** The Union and the Activity strongly encouraged Employees to participate in voluntary smoking cessation programs of their choosing.

**Section 2.** Smoking will only be permitted in designated areas separated at least 50 feet away from building entrances or exits.

**Section 3.** Smoking is prohibited at any time within Navy Exchange buildings and government vehicles.

#### **D - PARKING**

**Section 1.** The Activity will provide reserve parking spaces as near as possible to entrances for handicapped individuals, unless the base command dictates otherwise.

#### **E - TRAINING**

**Section 1.** The Activity and the Union agree that Training and Development of Employees within the Unit is a matter of importance to the Parties. Employees, the Activity, and the Union shall seek to engage in Training and Development. The Activity shall make every reasonable effort to develop and maintain effective policies and programs to:

- (a) Aid Employees in improving their performance in their current position, and
- (b) Provide career mobility and advancement opportunity within the Activity.

**Section 2.** Employees may take advantage of training and educational opportunities which will add to knowledge, skills, and qualifications needed for increased efficiency, or to prepare for advancement.

#### **F - PERFORMANCE REVIEWS**

**Section 1.** The work performance of Employees will be evaluated at least once a year. A Work Performance Review (WPR) Form will be used to document the performance review.

**Section 2.** The Activity may establish an annual review period. All Employees at the Activity will be evaluated on the same annual review cycle. After completion of the review period, a performance rating will be completed, and issued to the Employee within thirty calendar days. The Employee's Supervisor will discuss each element of the performance review with the Employee.

**Section 3.** If the Employee's performance is considered to be unsatisfactory, the supervisor shall discuss the areas which are deemed deficient with the Employee in an effort to resolve the deficiencies.

**Section 4.** Every effort should be taken to resolve disagreements regarding work performance reviews informally. Employees may grieve their work performance review following the appropriate steps of the Negotiated Grievance procedure.

## **ARTICLE 32**

### **Wage Surveys**

**Section 1.** Wage surveys will be conducted and implemented in accordance with statutory and regulatory directives of the NAF DoD Wage Fixing Authority.

a. for Employees covered by P.L. 92-392, wages surveys will be conducted in accordance with DoD or OPM procedures.

b. for Employees not covered by P.L. 92-392, wage surveys will be conducted in accordance with the rules established by the Department of Defense Non-appropriated Fund Salary and Wage Fixing Authority.

**Section 2.** In accordance with appropriate regulations, the Union and Agency may participate in local wage surveys.

**Section 3.** Reasonable time off during working hours will be authorized on official time, without loss of pay or benefits to permit not more than two members of the Union for the purpose of data collecting or to appear before the Area Wage Survey Committee for making presentations.

## ARTICLE 33

### PUBLICIZING THE AGREEMENT

**Section 1.** Within one hundred twenty (120) calendar days following the effective date of this agreement, the Employer will reproduce this Agreement for distribution to all Employees assigned to the Unit, upon request. The cost of reproduction will be borne equally by the parties. Subsequent changes to the Agreement will also be distributed by the Employer to all Employees.

**Section 2.** Five (5) copies of the agreement shall be furnished to the Union for its use. The cost of printing will be borne equally by the parties.

**Section 3.** The Union shall be afforded ten (10) minutes at the onboarding orientations to introduce the new Employees to the Union Representatives. Navy Exchange, Bethesda Union Stewards and representatives shall be on official time.

## **ARTICLE 34**

### **DURATION**

**Section 1.** The Agreement shall remain in effect for three years from the date of approval. If the head of the Agency does not approve the agreement within the 30-day period after signing the agreement shall take effect and shall be binding on the Agency and the exclusive representative. Provisions of this CBA may be reopened for modification only with the consent of both parties. It is understood that this section does not preclude impact and implementation negotiations, as appropriate under Public Law, and as stipulated in ARTICLE Three (Matters Appropriate for Negotiation).

**Section 2.** If neither party serves notice to re-negotiate this Agreement, the Agreement shall automatically be renewed for a one -year period, subject to other provisions of this Article and subject to conformance to applicable laws and regulations of higher authority. The Agreement and/or extensions will be subject to approval by the Department of Defense.

**Section 3.** If either party desires to renegotiate the Agreement, notice will be served by either party upon the other between the 120th and 30th day prior to the expiration date of this Agreement. Upon request of either party, the parties will meet to commence negotiation of a new Agreement on the 30th day prior to the expiration of this Agreement or on the first workday following that date if it should fall on other than a workday.

**APPENDIX to Negotiated Agreement**

<b>A</b>	<b>AFGE Local 361 FLRA Certification of Representation</b>	
<b>B</b>	<b>Official Time Request (Time Out Slip)</b>	
<b>C</b>	<b>Holiday Observance Chart</b>	
<b>D</b>	<b>Leave Without Pay Request Form</b>	

APPENDIX A

The Navy Exchange (No. 210-180)  
National Naval Medical Center  
Bethesda, Maryland  
(Activity)

American Federation of Government Employees,  
Local 361 (AFL-CIO)  
(Petitioner)

CASE NO. 22-07312(R0)

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the undersigned Area Director of the Labor-Management Services Administration, in accordance with the provisions of Executive Order 11491, as amended, and in accordance with the Regulations of the Assistant Secretary; and it appearing that a majority of the valid ballots has been cast for a representative for purposes of exclusive recognition;

Pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED that

American Federation of Government Employees, Local 361 (AFL-CIO)

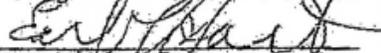
has been designated and selected by a majority of the employees of the above-named Activity or Agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Section 10(e) of Executive Order 11491, as amended, the said organization is the exclusive representative of all the employees in such unit.

UNPT:

Included: All non-appropriated fund employees employed by the Navy Exchange (No. 210-180) located at the National Naval Medical Center in Bethesda, Maryland.

Excluded: All professional employees, management officials, supervisors, confidential employees, employees engaged in Federal Personnel work in other than a purely clerical capacity, and temporary employees holding an appointment not to exceed 90 days and with no expectancy of continuation.

Labor-Management Services Administration



Area Administrator

Washington Area Office

Dated: August 17, 1976

LMSA 1101 (5/75)

GPO: 1970-225

**APPENDIX B**

**OFFICIAL TIME REQUEST**

Name \_\_\_\_\_

Date \_\_\_\_\_

Date and time of official time requested: \_\_\_\_\_

Estimated time required: \_\_\_\_\_

Please check appropriate box:

- Term Negotiations:** Official time to prepare for and negotiate a basic collective bargaining agreement or its successor.
- Mid-term Negotiations:** Official time used to bargain issues being raised during the life of a collective bargaining agreement.
- Dispute Resolution:** Official time used to process grievance up to, and including, arbitration, and to process appeals of bargaining unit employees to the various administrative appeals agencies such as the FLRA, and EEO, as necessary to the courts, and employee contact.
- General Labor-Management Relations:** Official time used for such matters as meeting between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union reps, collective bargaining agreement administration, and union participation in formal meetings and investigative interviews.

Remarks: \_\_\_\_\_

\_\_\_\_\_

Location of Union business: \_\_\_\_\_

\_\_\_\_\_  
Representative's/Associates Signature

Approved       Disapproved

Reason for disapproval and reschedule date/time

\_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

### Holiday Observance Chart

Column 1	Column 2						
Non- Workday	Workday						
A    B	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Fri    Sat			B				A
Fri    Sun				B			A
Fri    Mon					B		A
Fri    Tues						B	A
Fri    Wed							A    B
Fri    Thurs		B				A	
Sat    Sun	A			B			
Sat    Mon	A				B		
Sat    Tues	A					B	
Sat    Wed	A						B
Sat    Thurs	A    B						
Sun    Mon		B			A		
Sun    Tues				A    B			
Sun    Wed				A	B		
Sun    Thurs				A		B	
Mon    Tues			A			B	
Mon    Wed			A				B
Mon    Thurs	B		A				
Tues    Wed				A			B
Tues    Thurs	B			A			
Weds    Thurs	B				A		

Find the correct combination of non-works in the first column.

When the holiday falls on the non-workday listed under “A” find the day marked “A” for the observance. When a holiday falls on the non-workday listed “B” find the day of observance.

When an Employee has only one non-workday, and the holiday occurs on that day, the Employee will observe the holiday on the following workday.